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Prepared by and Return to:
Attorney Megan V. Albert, Land Management
Site No. 303967
Site Name: Dolton IL2
c/o American Tower
10 Presidential Way
Woburn, MA 01801

(Recorder's Use Above this Line)

STATE OF ILLINOIS

Premises Parcel No.: 29-14-211-008-0000

COUNTY OF COOK

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated as of December 18th 2012 by and between PATRICIA A. HEMINGWAY ("Grantor") and AMERICAN TOWER ASSET SUB II, LLC, a Delaware limited liability company ("Grantee").

BACKGROUND

Grantor is the owner of the real property described on Attachment "A" hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Attachment "B" hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on Attachment "C" hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof.
- Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.
- Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement, including but not limited to those set forth in Sections 1, 10, 11, 12, 23 and 25, shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

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4. **Duration.** The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. In the event that the use of the Easements is abandoned by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement, or maintenance and/or upkeep of the Easements) the tower site or facilities in any manner for a consecutive period of ten (10) years, and, following the expiration of such 10 year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee.
5. **Easement Consideration.** Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.
6. **Use of Easement Areas.**
- a. **Exclusive Easement.** The Exclusive Easement shall be used by Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications and other related uses. Grantee may make any improvements, alterations or modifications to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the Term, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall be locating expensive telecommunications equipment in the Exclusive Easement and that Grantee, in order to comply with FCC regulations, must construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.
 - b. **Access and Utility Easement.** The Access and Utility Easement shall be used by Grantee, its customers, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its customers, lessees, sublessees, licensees, agents, successors and assigns, and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its customers', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. If the Access and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.
7. **Equipment and Fixtures.** Grantee or its licensees and customers shall have the right to erect, install, maintain, replace and operate on the Exclusive Easement such equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures and other personal property currently on the Exclusive Easement, shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the term of this Agreement and within 90 days after termination hereof, Grantee or its customers may remove their equipment, structures, fixtures and other personal property from the Easements.
8. **Assignment.** Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent of Grantor, including but not limited to an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

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9. Covenants and Agreements.

a. Grantor represents and warrants that it is the owner in fee simple of the Easements, free and clear of all liens and encumbrances, and that it alone has full right to grant the Easements and assign the Current Agreement (as defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Grantee hereby agrees to pay any increase in real property taxes levied against the Premises which are directly attributable to Grantee's use of the Easements (but not, however, taxes attributable to periods prior to the date of this Agreement such as roll-back or greenbelt assessments) if Grantor furnishes proof of such increase to Grantee. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.

c. Unless the Exclusive Easement already constitutes a separate tract or tax parcel, Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

d. Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Easements that would adversely affect Grantee's use of the Easements.

e. Grantor will comply, with all environmental, health and safety laws with respect to the Premises.

f. Grantor hereby agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements. Grantee and its customers are currently utilizing the Exclusive Easement for the purpose of transmitting and receiving telecommunication signals, including but not limited to wireless telecommunications signals. Grantor and Grantee recognize that Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, or if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, licensees, employees, agents, contractors, successors, assigns, assignees, and sublessees, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth

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herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation of such utility lines upon the Premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. **Mortgagees' Continuation Rights and Notice and Cure.** Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to the Exclusive Easement described herein, and furthermore consents to the exercise by Grantee's mortgagee ("Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's mortgagee of its rights of foreclosure. Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgagee. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the event of any such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right for a period of 90 days after receipt of written notice from Grantor to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee. Grantor agrees that it shall enter into any reasonable amendment hereto requested by Grantee's current or proposed mortgagee.

13. **Notices.** All notices required to be given under this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantee: American Tower Asset Sub I, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: Patricia Hemingway
1605 NE 5th St.
Ft. Lauderdale, FL 33301

With copy to: American Tower Asset Sub II, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

14. **Force Majeure.** The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. **Recording.** This Agreement shall be recorded.

16. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. **Captions and Headings.** The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. **Cumulative Remedies.** Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

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19. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
20. **Severability.** If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.
21. **Attorney's Fees.** If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
22. **Entire Understanding and Amendment.** This Agreement, the Easement Acquisition Agreement by and between Grantor and Grantee, and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.
23. **Zoning.** To the extent any improvements upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be relocated, Grantor hereby consents to the reasonable relocation of such improvements to accommodate such requirements. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement that will accommodate the requirements for any relocated tower, including its access and utility needs. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at any time file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.
24. **Rule Against Perpetuities.** If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

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25. Assignment of Current Agreement. Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, including, but not limited to, those agreements listed on Attachment "D" attached hereto (the "Current Agreement"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof ("Contract Revenues"). Grantor hereby represents and warrants that as of the date of Grantor's execution of this agreement (the "Execution Date") there are no leases, license or other agreements pertaining to the Premises other than the Current Agreement. Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement, as same may be extended or renewed, which relate to the ownership, maintenance, operation and use of the Premises. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Execution Date none of the improvements located at the Site pursuant to the Current Agreement encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor's knowledge the Current Agreement is in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement, that Grantor has received no notices alleging a default under the Current Agreement, and that as of the date hereof the lessee under the Current Agreement has no claim against Grantor. Grantor agrees to indemnify and hold Grantee harmless from and against all loss, cost, damage, and expense, including, without limitation, reasonable attorney fees, arising out of any act, omission, or default by Grantor under the Current Agreement that occurred prior to the Execution Date.

26. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

27. Survey. Grantee may elect, at Grantee's expense, to order a boundary, as built or similar survey of the Easements (the "Survey") from a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect to replace Attachment B and Attachment C with Attachment B-1 and Attachment C-1 depicting and/or describing the Exclusive Easement and Access and Utilities Easement(s) in accordance with the Survey conducted by Grantee.

[Signatures Appear on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

Signature: [Handwritten Signature]

By: Patricia A. Hemingway

Date: 11-7-12

WITNESSES:

Signature: [Handwritten Signature]

Print Name: Linda B Gilkes

Signature: [Handwritten Signature]

Print Name: Edith A. Pantinga

Property of COO [Watermark]

Acknowledgment

GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss:

On 11/7/12 before me, Nancy E. Warino, personally
(here insert name and title of the Notary Public)
appeared Patricia A. Hemingway, personally known to me (or proved to me on
Name(s) of Document Signed(s))

the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Nancy E. Warino
Notary Public
My Commission Expires: 1/13/16



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GRANTEE:

American Tower Asset Sub II, LLC
a Delaware limited liability company

Signature: [Signature]
By: RICHARD ROSSI
Its: Vice President, Contract Management
Date: 12-18-12

WITNESSES:

Signature: [Signature]
Print Name: Ryan Collins

Signature: [Signature]
Print Name: Rosa Bryan

Property of Cook County Clerks Office

Acknowledgement

GRANTEE

COMMONWEALTH OF MASSACHUSETTS

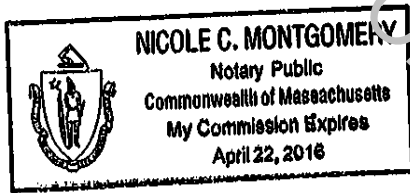
COUNTY OF MIDDLESEX

On this the 18th day of December 2012, before me Nicole C. Montgomery, the undersigned Notary Public, personally appeared Richard Rossi, proved to me through satisfactory evidence of identity, in which he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

WITNESS my hand and official seal.

Nicole C. Montgomery
Notary Public
My Commission Expires: 4/22/2016

{Seal}



Attachments:

- Attachment "A" -- Premises (legal description of Premises to be attached)
- Attachment "B" -- Exclusive Easement (legal description of Exclusive Easement to be attached)
- Attachment "C" -- Access and Utility Easement (legal description of Access and Utility Easement to be attached)
- Attachment "D" -- Current Agreement

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Attachment "A" – Premises (legal description of Premises to be attached)

This Attachment May be Replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

THAT PART OF LOT 15 LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF CALUMET EXPRESSWAY AS CONVEYED TO THE COUNTY OF COOK BY DOCUMENT NUMBER 13118834 AND THAT PART OF LOT 16 LYING EAST OF THE EASTERLY LINE OF THE CALUMET EXPRESSWAY AS CONVEYED TO THE COUNTY OF COOK AS DOCUMENT NUMBER 1309363 IN DIEKMAN'S SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 11 AND 14, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED MAY 2, 1896 AS DOCUMENT NUMBER 2381952, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY OF SAID CALUMET EXPRESSWAY WITH NORTHEASTERLY RIGHT OF WAY LINE OF GREENWOOD ROAD; THENCE SOUTH 38 DEGREES 22' 52" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 135.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 38' 56" EAST, 677.15 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16, 149.20 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 3 DEGREES 21' 23" EAST, 464.55 FEET TO A POINT ON THE NORTH LINE OF LOT 15 AT SAID EASTERLY RIGHT OF WAY LINE OF SAID CALUMET EXPRESSWAY; THENCE NORTH 89 DEGREES 38' 03" EAST ALONG SAID NORTH LINE OF LOT 15, 122.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 00' WEST ALONG THE EAST LINES OF LOTS 15 AND 16, 1293.50 FEET TO THE NORTH LINE OF 158TH STREET; THENCE SOUTH 89 DEGREES 38' 03" WEST, 224.28 FEET TO THE NORTHEASTERLY LINE OF GREENWOOD ROAD; THENCE NORTH 38 DEGREES 22' 52" WEST, 245.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, (ALSO THAT PART OF GREENWOOD ROAD AND THE NORTH ½ OF 158TH STREET LYING SOUTH AND SOUTHWESTERLY AND ADJACENT TO THE ABOVE DESCRIBED PROPERTY BETWEEN THE EASTERLY AND WESTERLY LINES, EXTENDED SOUTHERLY).

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Attachment "B" – Exclusive Easement (legal description of Exclusive Easement to be attached)

This Attachment B May be Replaced by Attachment B-1 with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement

REAL ESTATE DESCRIPTION

THAT PART OF LOT SIXTEEN, LYING EAST OF THE EASTERLY LINE OF CALUMET EXPRESSWAY AS CONVEYED TO THE COUNTY OF COOK COUNTY BY DOCUMENT NO. 13039363 IN DIEKMAN'S SUBDIVISION, BEING A SUBDIVISION IN SECTIONS ELEVEN AND FOURTEEN, TOWNSHIP THIRTY-SIX NORTH, RANGE FOURTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 2, 1896 AS DOCUMENT NO. 2381952, BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION FOURTEEN;
 THENCE NORTH 00°08'22" WEST, BEING AN ASSUMED BEARING ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION FOURTEEN, A DISTANCE OF 30.0 FEET TO THE NORTH LINE OF 158TH STREET, THENCE SOUTH 89°36'32" WEST ON SAID NORTH LINE OF 158TH STREET, A DISTANCE OF 221.33 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREENWOOD ROAD;
 THENCE NORTH 35°25'56" WEST ON SAID NORTHEASTERLY LINE OF GREENWOOD ROAD, A DISTANCE OF 376.85 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID CALUMET EXPRESSWAY; THENCE NORTH 23°11'18" EAST ON THE EASTERLY LINE OF SAID CALUMET EXPRESSWAY, A DISTANCE OF 60.00 FEET; THENCE SOUTH 66°48'42" EAST ON A LINE PERPENDICULAR TO THE EASTERLY LINE OF SAID CALUMET EXPRESSWAY, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING SOUTH 66°48'42" EAST ON SAID PERPENDICULAR LINE A DISTANCE OF 25.00 FEET; THENCE NORTH 23°11'18" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 66°48'42" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 23°11'18" EAST A DISTANCE OF 45.00 FEET; THENCE SOUTH 66°48'42" EAST A DISTANCE OF 65.00 FEET; THENCE NORTH 23°11'18" EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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ATTACHEMENT B CONTINUED

Also including the following:

EASEMENT FOR CONSTRUCTION

THAT PART OF LOT SIXTEEN, LYING EAST OF THE EASTERLY LINE OF CALUMET EXPRESSWAY AS CONVEYED TO THE COUNTY OF COOK COUNTY BY DOCUMENT NO. 13039363 IN DIEKMAN'S SUBDIVISION, BEING A SUBDIVISION IN SECTIONS ELEVEN AND FOURTEEN, TOWNSHIP THIRTY-SIX NORTH, RANGE FOURTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 2, 1896 AS DOCUMENT NO. 2381952, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION FOURTEEN; THENCE NORTH 00°08'22" WEST, BEING AN ASSUMED BEARING ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION FOURTEEN, A DISTANCE OF 30.0 FEET TO THE NORTH LINE OF 158TH STREET, THENCE SOUTH 89° 35'32" WEST ON SAID NORTH LINE OF 158TH STREET, A DISTANCE OF 221.33 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREENWOOD ROAD; THENCE NORTH 38°25'56" WEST ON SAID NORTHEASTERLY LINE OF GREENWOOD ROAD, A DISTANCE OF 376.85 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID CALUMET EXPRESSWAY; THENCE NORTH 23°11'18" EAST ON THE EASTERLY LINE OF SAID CALUMET EXPRESSWAY, A DISTANCE OF 60.00 FEET; THENCE SOUTH 66°48'42" EAST ON A LINE PERPENDICULAR TO THE EASTERLY LINE OF SAID CALUMET EXPRESSWAY, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°11'18" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 66°48'42" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 23°11'18" WEST A DISTANCE OF 60.00 FEET; THENCE SOUTH 66°48'42" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 23°11'18" EAST A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 0.055 ACRES (2400 SQUARE FEET), MORE OR LESS.

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Attachment "C" – Access and Utility Easement (legal description of Access and Utility Easement to be attached)
This Attachment C May be Replaced by Attachment C-1 with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utilities Easements

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A STRIP OF LAND 15 FEET IN WIDTH, LYING 7.5 FEET ON EACH SIDE OF A CENTERLINE IN THAT PART OF LOT SIXTEEN, LYING EAST OF THE EASTERLY LINE OF CALUMET EXPRESSWAY AS CONVEYED TO THE COUNTY OF COOK COUNTY BY DOCUMENT NO. 13039363 IN DIEKMAN'S SUBDIVISION, BEING A SUBDIVISION IN SECTIONS ELEVEN AND FOURTEEN, TOWNSHIP THIRTY-SIX NORTH, RANGE FOURTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 2, 1896 AS DOCUMENT NO. 2381952, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION FOURTEEN; THENCE NORTH 00°08'22" WEST, BEING AN ASSUMED BEARING ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION FOURTEEN, A DISTANCE OF 30.0 FEET TO THE NORTH LINE OF 158TH STREET, THENCE SOUTH 89° 35'32" WEST ON SAID NORTH LINE OF 158TH STREET, A DISTANCE OF 221.33 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREENWOOD ROAD; THENCE NORTH 32°25'56" WEST ON SAID NORTHEASTERLY LINE OF GREENWOOD ROAD, A DISTANCE OF 376.85 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID CALUMET EXPRESSWAY; THENCE NORTH 23°11'18" EAST ON THE EASTERLY LINE OF SAID CALUMET EXPRESSWAY, A DISTANCE OF 60.00 FEET; THENCE SOUTH 66°48'42" EAST ON A LINE PERPENDICULAR TO THE EASTERLY LINE OF SAID CALUMET EXPRESSWAY, A DISTANCE OF 40.00 FEET; THENCE NORTH 23°11'18" EAST A DISTANCE OF 10.45 FEET; THENCE SOUTH 55°34'36" EAST, A DISTANCE OF 35.64 FEET; THENCE SOUTH 01°43'36" WEST, A DISTANCE 27.19 FEET; THENCE SOUTH 19°06'28" WEST, A DISTANCE OF 87.67 FEET TO THE SAID NORTHEASTERLY RIGHT-OF-WAY AND THE POINT OF TERMINUS, ALL IN COOK COUNTY, ILLINOIS. THE SIDELINES OF SAID STRIP ARE LENGTHENED AND/OR SHORTENED TO MEET AT ANGLE POINTS WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF GREENWOOD ROAD.

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Attachment "D" – Current Agreement

That unrecorded Site Agreement No. 196 as between Patricia Hemingway as Lessor and Southwestern Bell Mobile Systems, Inc., d/b/a Cellular One as Lessee dated March 16, 1994, as amended by Amendment to Site Agreement No. 196 dated December 12, 1994, as further amended by Second Amendment to Site Agreement No. 196 dated November 5, 2008.

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EXHIBIT E

AFFIDAVIT OF NON-INTERFERENCE AND ACCESS AND UTILITY EASEMENT USE

Being first duly sworn according to law, the undersigned (hereinafter "Affiant"), does hereby state under penalties of perjury, as follows:

1. He is the ^{Vice President} ~~General Manager~~ of TLC Properties, Inc., a Louisiana corporation ("TLC") and is properly authorized to act on behalf of said corporation in all dealings concerning this transaction and that said corporation has specifically and affirmatively authorized Affiant to execute this Affidavit.
2. TLC Properties, Inc., a Louisiana corporation ("TLC") in good standing under the laws of the state of Louisiana.
3. TLC has been granted a sign, utility, ingress/egress and visibility easements (collectively, the "Advertising Easement") on certain land owned by Patricia Hemingway (the "Owner"). Said land is more particularly described as follows (the "Property"):

THAT PART OF LOT 15 LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF CALUMET EXPRESSWAY AS CONVEYED TO THE COUNTY OF COOK BY DOCUMENT 13118834 AND THAT PART OF LOT 16 LYING EAST OF THE EASTERLY LINE OF CALUMET EXPRESSWAY AS CONVEYED TO THE COUNTY OF COOK BY DOCUMENT 13039363 IN DIEKMAN'S SUBDIVISION, BEING A SUBDIVISION IN SECTION 14, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS DIEKMAN'S SUBDIVISION OF ONE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 SOUTHERLY OF CENTER OF ROAD AND WEST 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE 6 ACRES IN THE NORTH WEST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4); IN SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE NORTH EAST 1/4 OF SECTION 14 (EXCEPT THE TRIANGULAR PIECE IN SOUTH EAST 1/4 OF THE NORTH EAST 1/4 SOUTHERLY OF PITTSBURGH CINCINNATI AND ST. LOUIS RAILROAD) ALSO PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 14 NORTH OF CALUMET RIVER, ALL IN TOWNSHIP 36, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. The Advertising Easement was recorded on October 31, 2012 in the Offices of the Cook County Recorder, Illinois, as Document No. 1230522071.
5. Owner has also granted an Easement on a portion of the Property to American Tower Asset Sub II, LLC, a Delaware limited liability company, ("American Tower") for telecommunications, ingress, egress and utility purposes (collectively, the

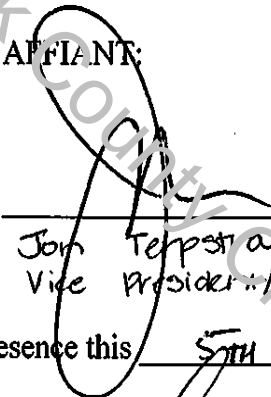
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“Telecommunications Easement”) as more particularly described in the Easement Agreement of which this Exhibit D is a part.

- 6. TLC Properties, Inc. acknowledges that the height of the telecommunications tower as currently located on the Telecommunications Easement, does not interfere with the visibility of the advertising signs currently located on the Sign Site Easement Areas as defined and set forth in the Advertising Easement. TLC Properties, Inc. agrees and acknowledges that an increase in the height of the telecommunications tower (either by increasing the tower steel or adding additional antennas) shall not constitute interference with the visibility of the current signs in the Advertising Easement.
- 7. TLC further acknowledges that Utility and Access Easement is subject to the use by American Tower Asset Sub II, LLC, its successors, assigns, lessees, licensees, agents and customers, for purposes of ingress and egress to and from the Exclusive Easement and the public right of way. Furthermore, TLC Properties, LLC hereby agrees that it shall not prevent access to, and use of, the Access and Utility Easement by American Tower Asset Sub II, LLC, a Delaware limited liability company, or its customers, lessees, licensees, agents successors and assigns.

Further, the Affiant sayeth naught.

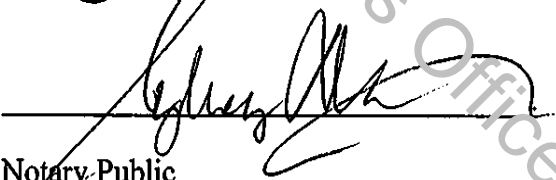
AFFIANT:



 Jon Terpstra
 Vice President / General Manager

Sworn to before me and subscribed in my presence this 5th day of December, 2012.

SYDNEY DAWSON
 NOTARY PUBLIC, STATE OF INDIANA
 RESIDENT OF LAKE COUNTY
 MY COMMISSION EXP. OCTOBER 28, 2015



 Notary Public

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 VILLAGE OF DOLTON
 WATER/REAL PROPERTY TRANSFER TAX
 ADDRESS: VILLAGE OF DOLTON
 17430
 NICE DAY
 9-4000
 (NOIS 60419)
 1-08151766 [SF]
 Fri, Dec 21, 2012
 ec 21, 2012 3:12 PM

TS-TRANSFER
 REF #: 15725 TO 15741 GREENWOOD
 FEE AMOUNT: \$50.00
 FEE AMOUNT: \$50.00

RECEIPT TOTAL = \$100.00

Pmt# :1 Payment Data:
 Payer: THOMAS A GILLEY
 Method: CK
 Ref#: 679

AMOUNT = \$100.00

RECEIPT SUMMARY
 TOTAL TENDERED = \$100.00
 RECEIPT TOTAL = \$100.00
 CHANGE DUE = \$0.00

DRIVE SAFELY!!!

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